

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

THE REYBOLD GROUP OF
COMPANIES, INC., a Delaware
Corporation,

Plaintiff,

v.

JOHN DOES 1-20,

Defendants.

Case No.

VERIFIED COMPLAINT

Plaintiff The Reybold Group of Companies, Inc., for its Complaint against defendant John Doe, alleges as follows:

PARTIES

1. Plaintiff The Reybold Group of Companies, Inc. (“Reybold”) is a Delaware corporation. Plaintiff Reybold is the manager of the owner of the St. Andrews Apartment Complex (“St. Andrews”), located in Bear, Delaware.

2. Defendants John Does (collectively “Doe”) are an unknown person or persons posting false information defaming Plaintiff Reybold and diluting its common law trademark St. Andrews on ApartmentRatings.com and potentially other Internet websites.

NATURE OF THE ACTION

3. This is an action for unfair competition and commercial defamation under federal law, and trademark dilution by tarnishment, injurious falsehood, and defamation under Delaware state law arising from Doe's wrongful actions in connection with online posts concerning St. Andrews and using the ST.

ANDREWS Mark. Such acts have injured Reybold, have damaged its business reputation, and unless restrained will continue to cause such damage and harm.

JURISDICTION AND VENUE

4. This is a civil action arising under the Lanham Act of 1946, 15 U.S.C. § 1051, et seq., as amended, as well as related state law claims of trademark dilution by tarnishment, injurious falsehood, and defamation. This Court has jurisdiction under 28 U.S.C. § 1331 (federal question jurisdiction); 28 U.S.C. § 1338(a) (any act of Congress relating to patents, copyrights, and trademarks); and 28 U.S.C. § 1367 (supplemental jurisdiction).

5. On information and belief, Doe is now, and at times relevant to this complaint has been, subject to personal jurisdiction in the State of Delaware. By way of example, in many of Doe's postings, reproduced in paragraph 16, *infra*, Doe claims to be a resident of St. Andrews.

6. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391(b) and (c) because, on information and belief, Doe has knowingly and purposefully

directed his illegal acts to this District, a substantial part of the events giving rise to the alleged claims in this action occurred in this District, and, alternatively, because, on information and belief, based upon the allegations made in the postings reproduced in paragraph 16 *infra*, Doe resides in this District.

BACKGROUND

7. Reybold is located in Bear, Delaware, just south of Newark. The company's primary area of business is New Castle County, Delaware—where it is involved in real estate development, property management, and construction services. Reybold employs about 200 people, many of whom have worked at Reybold for over 20 years. Reybold prides itself on workmanship and the ability to maintain properties in good condition. Reybold is also involved in many community non-profit organizations such as the Delaware Food Bank, The Pilot School and Child Inc., to name a few. Reybold is widely respected for its integrity and the pride exhibited in maintaining its properties.

8. Reybold operates St. Andrews through the following corporate entities: Reybold Venture Group VIII, LLC; Reybold Venture Group VIII-APT, LLC; Reybold Venture Group VIII-SF, LLC; Reybold Venture Group VIII-TH1, LLC; Reybold Venture Group VIII-TH2, LLC; Reybold Venture Group VIII-TH3, LLC; Reybold Venture Group V-A, LLC; and Reybold Realty Associates, LLC

9. By virtue of its management and operation of St. Andrews since 2001,

and marketing and provision of apartment rental services and/or ancillary services to consumers under the St. Andrews name and mark for over fifteen years, Reybold has obtained common law trademark protection in and to “St. Andrews” (hereinafter “the ST. ANDREWS Mark”) at least with respect to the operation of apartment complexes.

10. The ST. ANDREWS Mark has been used by Reybold in interstate commerce to promote and/or provide apartment rental services and ancillary services to consumers.

11. As used by Reybold, the ST. ANDREWS Mark constitutes an “arbitrary” mark and is, accordingly, a “distinctive” mark under controlling law.

12. Reybold’s ST. ANDREWS Mark and ST. ANDREWS formative marks are also registered as trade names with the state of Delaware under Reg. Nos. 18639, 30634, 30694 (ST. ANDREWS BUSINESS CENTER), 20788 (GLEN AT ST. ANDREWS), 30697 (RESERVES AT ST. ANDREWS), 20787 (VALE AT ST. ANDREWS), 30636 (VALE AT THE ST. ANDREWS), 20789 (VILLAGE OF ST. ANDREWS), and 30635 (VILLAGE OF ST. ANDREWS).

13. The website ApartmentRatings.com provides, *inter alia*, a forum for users to post and review ratings and comments concerning the quality of apartments throughout the country.

14. Upon information and belief, users of ApartmentRatings.com include

prospective tenants, seeking information concerning apartments in which they have an interest in leasing.

15. At the relevant times, ApartmentRatings.com included and continues to include a page for St. Andrews.

16. Commencing on or about February 1, 2017, the following was posted on the ApartmentRatings.com page for St. Andrews:

(a) **anonymous**

Two words. Simply awful. Appliances are outdated. White fridge, black stove. Nothing matches. When one breaks they just throw in what they have. Carpet is cheap and shoddy. Very expensive walk up apartments and not kept well. Siding is dirty, garages are FILTHY, and no one keeps the landscaping up. Snow plowing is non-existent. Maintenance has a “not my problem” attitude. Parking is a nightmare. I won’t be renewing my lease as my rent is skyrocketing and I am no longer getting my money’s worth.

Added Feb 01, 2017

(b) **anonymous**

I would in no way recommend this complex. Apartments are old, lawns are always trash covered, cigarette butts and dog crap everywhere. Trash areas are always a mess. Maintenance stuff never gets done. When it does they have to come back 3 or 4 times. My rent goes up every year and new people get deals, yet I get nothing for staying. I’m out of here this year. There is tons of new stuff around that is cheaper. Rock wood, Emblem, check these out. So much nicer for less money. Also, my UPS and FedEx packages are always getting stolen from my door and they don’t do anything about it. Good Riddance \$h!t Andrews.

Added Feb 01, 2017

(c) **anonymous**

I too am one of the recent tenants to get an insane renewal. My

rent is going up yet again. Seems to be every year about \$50.00 yet nothing changes. I contacted the manager and was told he doesn't set the rents and his hands are tied. Apartment is OK but it's sure not anything fancy. I'm guessing it's about 20-25 years old based on the appliances I have. I asked for new carpet and was told no. This place is a joke. Trying to get anything fixed in your apartment is like pulling teeth, and then good luck getting it fixed right. Finding parking is even worse. The lot are DARK – scary dark. Not much light out there, makes it scary to walk to your door. I've found beer cans, condoms, and needles on the ground. Make sure you do your research. This place is in a SCARY area of Bear. There have been shootings very close by on many occasions. Crime is rampant here. Check out all the options before settling on this one. This is definitely not the best choice.

Added Feb 02, 2017

(d) **anonymous**

I wouldn't recommend wasting your money by renting here. We have been here for 2 years and it has been a miserable experience. We had severe ant problems every spring. Our windows have been leaking since we moved in despite numerous maintenance request there they ultimately told us we wouldn't fix it. Please see the attached for window sill and drywall damage. Office staff is very rude even when trying to pay your rent. Also, roads are poorly maintained. That said, maintenance staff is nice and only limited by what their bosses approve. Also, don't plan on parking outside your OWN townhouse.

Added Feb 08, 2017

(e) **anonymous**

I've been living at this place with bad wiring for months now and no one seems to care. I have several outlets that spark when I use them, some that don't work at all, and one that only works when you tap on it. The wiring in my home is obviously not right. I have been begging them to fix it and they keep telling me they're trying to get an electrician out to look at it but no one ever shows. I have children and I should feel safe having them live her but I don't. But let me pay rent one day late and they're all over me. I hate this place.

Added Mar 10, 2017

(f) **anonymous**

If I could give zero stars I would. Definitely not recommended.

1. Noise is awful. Apartments are not well insulated.
2. Parking terrible. Never anywhere to park and garages are disgustingly expensive.
3. Smells move between apartments --- smoke, cooking smells, etc.
4. Expensive – at least \$200 a month more for something older and smaller than anything else around
5. Maintenance – not great. Ok when it comes to the apartment but the outside isn't kept well. Lots of trash, dog waste, etc.
6. Dumpsters – always overflowing
7. Apartment – OLD. Appliances are old, dirty, my fridge has a broken shelf since I moved in. They don't care. My washer wasn't working, they replaced it with another non-working used one.
8. Neighborhood – This is right off 40 in Bear/Newark. Area is shady. There have been several shooting within a mile or 2 of here recently.
9. Amenities – gym is ALWAYS filthy. Dirt balls in the corners, etc. Clubhouse bathrooms also always dirty and small terrible. The “breakfast” ends at 8:30 AM and is basically just bagels.

For my money, Rockwood down 40 is a better option. Much better pricing, bigger places, and the service is top notch.

Added Mar 13, 2017

(g) **JeromesTumor - Resident**

It is my strong opinion that the management here is extremely racist and they are trying their best to build an all white community. I have white neighbors who have their maintenance stuff taken care of and mine doesn't. I don't get greeted when I walk into the office, and my rent got raised this year and my neighbors didn't. I happen to be black and was told by a staff member that it depends on the color of your skin how you get treated here. This place should be shut down.

I won't be staying.

Added April 4, 2017

(h) **Larryneffsghost - Resident**

Two words. Bed. Bugs. They have a SERIOUS bedbug problem here. I lived in a town home and my entire row became infested, and they refused to admit they had a problem. Next thing you know, they had them throughout the clubhouse. Darn things were in the carpets in the gym. It took my threatening to call codes enforcement before they would take it seriously. By that point it was a royal mess. Worst part was each tenant had to pay for their own bedbug treatment even though we didn't bring them in. I'm still itching just thinking about it.

Added April 4, 2017

(i) **ANONYMOUS**

This is 100% a review written by a crooked management at this community. You can pick them out a mile away. The detail and the name, the tone of the review. What a joke. These people are crooked as the day is long and will steal your money as they watch you walk out the door just so they can bring in a tenant and charge them more. That said, if you do have a problem, here are ways to get a hold of the executives: Jerome Heisler Senior, Owner x 101 Jerry Heisler Junior, President x102 James Grygiel, CFO Jill Neff, Regional Manager x 25 George Heath, Division Manager x 119 (cell)

Added April 4, 2017

(j) **Geerome - Resident**

I'd like to thank the former St. Andrews employee who sent me and all the other tenants a letter telling us how to express our hatred for the company that owns this hell hole. I enjoyed dealing with this person daily when he/she was here and he/she has now done us a great service by directing us to this site to publicly express our disdain for the hideous excuse for a company that is St. Andrews.

This property is always filthy. The apartments are expensive and run down, and maintenance problems are abundant and never

fixed properly. There is no insulation so utility costs are outrageous and you can hear and smell everything your neighbors do. They won't replace anything while you live here so you're stuck with old carpet and appliance until you move out.

Much better value out there. I am moving out this year and would encourage others to do the same.

And again, thank you to the former employee. You're better off. These morons don't deserve you.

Added April 5, 2017

(k) HairyJeisler – Resident

Absolutely terrible. Management is AWFUL. Especially the witchy one with the bleach blonde hair who looks like a meth head and talks like she smokes 8 packs of Newports a day. She is impossible to work with and argues about everything. You can't get a word in edgewise and I'm fairly sure her teeth haven't been brushed in a few months. The entire community is covered in dog crap and trash that never gets picked up. My building has melted siding where there was an obvious electrical fire or lighting malfunction and they've just let it sit like that. It's extremely dark and unsafe. Packages go missing all the time and there have been numerous burglaries, rapes, and drug crimes. One of their properties even had a murder at the entrance and a gang memorial set up for months. Great place to raise a family huh? So many better choices in the area. Place is owned by cheap j**s who care about the almighty dime and not about their tenants. I've seen prostitutes in the parking lots and drug deals go down in front of my face while their old security guards sleep in their cars. Waste of money.

Added April 17, 2017

(l) VG0801SUX – Resident

I can't wait to leave this place. I stood in my front window last night and watched a drug deal happen, and Leo and behold found 3 syringes on the ground when I left for work this morning. This place is a feaking ghetto. Drugs, crime, and filth. The dumpsters smell awful and are constantly overflowing. I've picked up drug

paraphernalia just so my daughter didn't step on it or pick it up herself. My lease can't end soon enough

Added April 19, 2017

(m) Anonymous – Resident

I have lived here for about 6 months and I have to say I've never wanted to move out of a place so badly. Maintenance enters without asking, and the level of drug use in this complex is mind blowing. When I'm not smelling marijuana, I'm watching vehicles drive up, exchange money for small packages, and drive off. I've seen the evidence of drug use on the ground and my son has been approached twice and asked if he wants to buy weed. They have security personnel but I don't know why – they aren't stopping this problem, for sure. I've personally picked up baggies and needles and disposed of them. There is a gorgeous new complex going up down the road – brand new. I'll be headed there when my lease is up here. If I could figure out a legal way to get out of my lease I would be out of here tomorrow.

Added April 24, 2017

(n) AfricanFlare90 – Prospective Resident

Let me begin by disclosing that I am not a resident but I did tour this property last weekend. That said, there is no way in you know where I will ever be a resident. The apartment was ok, but I found the grounds to be very dirty. I actually stepped in a dog mess during my tour and was told "sadly people don't clean up." The real shock came when I asked about price and was told "before we talk about that I do have other properties." The leasing agent actually told me that in talking to me she felt I would fit in better at the property across the street, because the tenants there were more "my kind of people." I don't know whether she meant because I am African American, or what that comment was supposed to mean, but I quickly finished my visit and left. There should be laws against this sort of thing. I felt very looked down upon. Also, while I was sitting there a tenant came in to tell another agent his car was broken into and was told "nothing we can do. Call the police but good luck with them responding." This is most certainly not somewhere I would recommend anyone going.

Added April 25, 2017

17. On information and belief, the posts detailed in paragraph 16 were authored by Defendant Doe and the posts contain false statements of fact.

FIRST CLAIM FOR RELIEF
(Unfair Competition - Federal Law)

18. Reybold repeats and realleges each and every allegation set forth in the foregoing paragraphs, as though fully set forth herein.

19. The posts detailed in paragraph 16 contain false or misleading information.

20. In connection with the various services available on and through ApartmentRatings.com, Doe's actions misrepresent the nature, characteristics, and/or qualities of Reybold's goods, services, or commercial activities, and continues to do so.

21. The foregoing actions of Doe have caused great and irreparable injury to Reybold and, unless said acts are enjoined by the Court, said acts will continue and Reybold will continue to suffer great and irreparable injury.

22. The above acts by Doe constitute unfair competition in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

23. The foregoing actions of Doe have been knowing, deliberate, willful and in utter disregard of Reybold's rights.

SECOND CLAIM FOR RELIEF
(Commercial Defamation - Federal Law)

24. Reybold repeats and realleges each and every allegation in the foregoing paragraphs, as though fully set forth herein.

25. Doe has made false statements to consumers regarding the nature, characteristics, and/or qualities of Reybold's services as outlined in paragraph 16, *supra*.

26. Doe has made such false and/or misleading statements to consumers in commerce in connection with the commercial promotion, advertising, and sale of products or services by publicly posting said statements to ApartmentRatings.com.

27. Such false and/or misleading statements by Doe are likely to damage Reybold in that consumers will believe that Reybold's services are of a lesser quality and therefore less desirable than other competing services.

28. By making false and/or misleading statements to consumers about St. Andrews, Doe has harmed and continues to harm Reybold's goodwill and reputation.

29. The foregoing actions of Doe have caused great and irreparable injury to Reybold and, unless said acts are enjoined by the Court, said acts will continue and Reybold will continue to suffer great and irreparable injury.

30. The above acts by Doe constitute commercial defamation in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

31. The foregoing actions of Doe have been knowing, deliberate, willful and in utter disregard of Reybold's rights.

THIRD CLAIM FOR RELIEF
(Trademark Dilution by Tarnishment – State Law)

32. The ST. ANDREWS Mark constitutes a distinctive, valid mark or trade name.

33. Doe's actions, as alleged above, cause and will continue to cause a likelihood of injury to Reybold's business reputation or dilution of the ST. ANDREWS Mark, due at least to the nature of the false allegations made in Doe's posts.

34. Because Doe's posts were made on a website specifically related to St. Andrews, a mental association exists between Doe's posts and the ST. ANDREWS Mark.

35. In at least one post, Doe refers to St. Andrews as "\$h1t Andrews," (paragraph 16(k), *supra*), clearly evoking a mental association between the ST. ANDREWS mark and Doe's posts.

36. In at least one additional post, Doe refers directly to St. Andrews multiple times, (paragraph 16(j), *supra*) clearly evoking a mental association between the ST. ANDREWS mark and Doe's posts.

FOURTH CLAIM FOR RELIEF
(Injurious Falsehood – State Law)

37. Reybold repeats and realleges each and every allegation set forth in the foregoing paragraphs, as though fully set forth herein.

38. On information and belief, Doe's false statements/publications to consumers regarding the nature, characteristics, and/or qualities of Reybold's services were made by Doe with malice and with knowledge of the falsity of such statements.

39. On information and belief, Doe's false statements/publications were made either: (1) with the intent for the publication of the statements to result in harm to the interests of Reybold having a pecuniary value; or (2) that Doe recognized or should have recognized that publication of the statements was likely to result in harm to the interests of Reybold having a pecuniary value.

40. Such false and/or misleading statements by Doe have caused and/or are likely to cause special damage to Plaintiff in that publication of such false information by Doe has caused Reybold to incur out-of-pocket legal expenses and transactional costs and/or will play a material and substantial part in inducing consumers not to purchase Reybold's services as consumers will not pursue leasing an apartment at St. Andrews due to Doe's false statements regarding the nature, characteristics, and/or qualities of St. Andrews.

41. Unless said acts by Doe are enjoined by the Court, said acts will

continue and Reybold will continue to suffer great and irreparable injury.

42. The above acts by Doe constitute trade libel/injurious falsehood in violation of Delaware state law.

FOURTH CLAIM FOR RELIEF
(Defamation – State Law)

43. Defendant John Doe made numerous false statements with the intent (or to the effect) of damaging Plaintiff Reybold's reputation and interfering with their business relations.

44. Defendant John Doe made, as set forth above, false statements with the intent (or to the effect) of damaging Plaintiff Reybold and affecting its business relations.

45. The above false statements made by Defendant John Doe, collectively and/or individually, had the effect of defaming Plaintiff Reybold's character and falsely undermining Plaintiff Reybold's credibility.

46. Defendant John Doe made the above statements that resulted in defamation of character and caused harm to Plaintiff Reybold resulting in damages.

47. Defendant John Doe acted with an "evil mind" as defined in the law relating to punitive damages and with reckless disregard for the rights of Plaintiff Reybold.

PRAYER FOR RELIEF

WHEREFORE, Reybold respectfully requests of this Court:

1. That judgment be entered in favor of Reybold and against Doe on all counts;
2. That judgment be entered in favor of Reybold and against Doe for all damages sustained by Reybold due to Doe's unfair competition, commercial defamation, trade libel/injurious falsehood, and defamation in violation of the Lanham Act and Delaware state law;
3. That an accounting be ordered in favor of Reybold and against Doe for all profits received due to Doe's unfair competition, commercial defamation, trade libel/injurious falsehood, and defamation in violation of the Lanham Act and Delaware state law;
4. That the award to Reybold for Doe's unfair competition and commercial defamation in violation of the Lanham Act be trebled and/or increased in accordance with § 35 of the Lanham Act, 15 U.S.C. § 1117;
5. That actual, compensatory and punitive or exemplary damages, where available, be entered against Doe for its wrongful actions.
6. That the Court preliminarily and permanently enjoin Doe and all those in active concert or participation with Doe, jointly and severally, from:
 - a. Engaging in defamatory conduct concerning Reybold;

Reybold's officers, agents, or employees; St. Andrews; or any other Reybold property;

b. Engaging in any other activity constituting any damage to Reybold's name; marks, reputation or goodwill.

7. That the Court order an award of costs and reasonable attorneys' fees incurred by Reybold in connection with this action;

8. That Reybold be awarded pre-judgment interest and post-judgment interest on the above damages awards; and

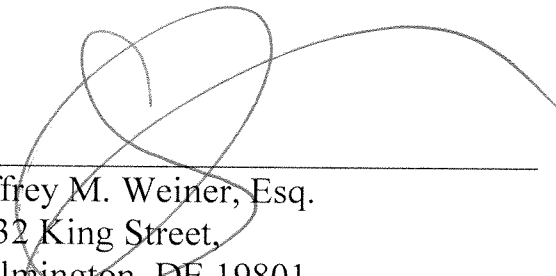
9. That Reybold be awarded such other and further relief as the Court may deem just and proper.

DEMAND FOR JURY TRIAL

10. Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Plaintiff hereby demands a jury trial on issues triable by a jury.

THE REYBOLD GROUP OF COMPANIES,
INC.

DATED: June 23, 2017 By:



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